

AND IN THE MATTER OF the  
complaint made by Ms. Alane Margles,  
of Cobourg, alleging discrimination  
in employment by Ordway Restaurants Ltd.,  
Graf Bobby Cafe Restaurants and  
Mrs. Yvette Roy, 38 Wellington Street East,  
Toronto, Ontario

**CONFIDENTIAL**

MINUTES OF SETTLEMENT

The Parties hereto, through their Solicitors, confirm and agree to the following settlement of the within complaint:

1. Ordway Restaurants (1981) Ltd. (hereinafter called "Ordway") shall forthwith pay to the Complainant, Alane Margles (hereinafter called "Margles") a total sum of One Thousand Dollars (\$1,000.00) upon the execution of this agreement.
2. Ordway agrees to forthwith deliver to the Human Rights Commission (hereinafter called the "Commission") and to Margles, a letter of assurance in the form annexed hereto as Schedule "A".
3. Ordway agrees to post those cards which are prescribed by the Commission in the Graf Bobby Restaurant premises.
4. Margles shall forthwith withdraw the within complaint that has been lodged with the Commission.
5. All of the parties hereto agree that the within complaint shall be withdrawn without the payment of any costs.
6. Margles agrees that she shall not disclose the terms of these Minutes of Settlement to any person(s) who is presently in the employ of either Ordway, or Graf Bobby Cafe Restaurants. Margles further agrees that she shall only make disclosure to third parties other than the aforesaid employees in accordance with the terms of Schedule "C" which is attached hereto. The Commission also agrees to abide by the within Minutes of Settlement and Schedule "C".
7. Margles agrees to execute and deliver to Ordway upon receipt of the payment referred to in paragraph 1 hereof the form of release in favour of Ordway, Graf Bobby Cafe Restaurants and Mrs. Yvette Roy, annexed to this agreement as Schedule "B".



8.

All of the parties to this agreement agree that the payment of the total sum referred to in paragraph 1 hereof does not constitute an admission of liability on the part of Ordway, Graf Bobby Cafe Restaurants or Mrs. Yvette Roy. and liability is in fact denied.

DATED at Toronto, this <sup>29th</sup> day of February, 1984.

LUBA KOWAL



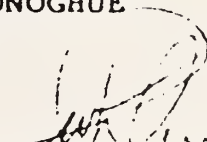
Solicitor for the Ontario  
Human Rights Commission.



ALANE MARGLES, Complainant

MACAULAY, LIPSON, JOSEPH &  
O'DONOGHUE

Per:



Solicitors for Ordway  
Restaurants (1981) Ltd.



LETTERHEAD OF ORDWAY RESTAURANTS (1981) LTD.

(Date)

Ontario Human Rights Commission  
400 University Avenue  
Toronto, Ontario  
M7A 1T7

Miss Alane Margles  
26 Madison Avenue  
Toronto, Ontario  
M5R 2S1

Dear Miss Margles:

This letter is with reference to the discussions which took place at the Fact Finding Conference at the Ontario Human Rights Commission in connection with the complaint which you lodged.

Because of the concern you expressed, we want to re-assure you that our company supports the objectives of the Commission and our employment practices are designed to be entirely non-discriminatory. We will continue to use our best efforts to ensure that these policies are carried out in the day to day operations of the restaurant.

We regret very much that this incident occurred and we acknowledge that it has served to remind everyone concerned to be sensitive to the feelings of those with whom we work.

Yours truly,

ORDWAY RESTAURANTS (1981) LTD.

Peter S. Tate



SCHEDULE "B"

TO: Ordway Restaurants (1981) Ltd.  
AND TO: Graf Bobby Cafe Restaurants  
AND TO: Mrs. Yvette Roy

IN CONSIDERATION OF the sum of One Thousand Dollars (\$1,000.00) of lawful money of Canada now paid by Ordway Restaurants (1981) Ltd. to the undersigned (the receipt of which is hereby acknowledged) and for other good and valuable consideration, the undersigned hereby remises, releases and forever discharges you of and from all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims, costs, damages of any kind, and demands whatsoever which the undersigned as an employee of Graf Bobby Cafe Restaurants, and/or Ordway Restaurants (1981) Ltd. now has or hereafter can, shall or may have for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing up to the present time, and in particular without in any way limiting the generality of the foregoing, for or by reason of or in any way, arising out of or in any way connected with any employment relations between the undersigned and Ordway Restaurants (1981) Ltd., Graf Bobby Cafe Restaurants and Mrs. Yvette Roy or the termination thereof.

The provisions hereof shall enure to the benefit of your successors and assigns and shall be binding upon the heirs, executors, administrators and legal personal representatives of the undersigned.

IN WITNESS WHEREOF the undersigned has hereunto affixed her hand and seal the 4th day of January, 1984.

SIGNED, SEALED AND DELIVERED  
in the presence of

*Alane Margles*

*Alane Margles*  
\_\_\_\_\_  
Alane Margles







**UNDERTAKING**

I, ALANE MARGLES, hereby undertake when making disclosure to any person(s) other than person(s) presently in the employ of Ordway Restaurants Ltd., or Graf Bobby Cafe Restaurant, to limit such disclosure to the following information:

- (a) That I filed a complaint with the Human Rights Commission relating to an alleged discriminatory remark made by an employee of Graf Bobby Cafe Restaurant on May 25, 1982;
- (b) The complaint arose out of a comment that was made by one of the Graf Bobby employees with reference to Jewish customers of the restaurant;
- (c) The complaint was disputed by Graf Bobby Cafe Restaurants and Ordway Restaurants Ltd.;
- (d) The complaint was subsequently settled on February 2, 1984 for an amount of \$1,000.00;
- (e) The terms of settlement, in no way constituted an admission of liability on the part of Ordway Restaurants Ltd. or Graf Bobby Cafe Restaurants, or its employees;

Alane Margles  
Alane Margles



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